

**Invitation to Tender (ITT) for the**

**Provision of**

**Pest Control Services**

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*Part 1- ITT*

# BACKGROUND TO THE PROCUREMENT

## NELFT provides Specialist Mental Health and Community Services to people living in the London Boroughs of Waltham Forest, Redbridge, Barking & Dagenham and Havering and children’s mental health and community services to people living in Essex.

## Our mental health services include:

* specialist inpatient and community-based treatment and care for people experiencing acute mental illness;
* help for children and young people with emotional behavioural or mental health difficulties;
* care for people with dementia;
* support for people with problems associated with drug and alcohol misuse.

## Our community services are provided in clinics, hospitals and in people’s own homes – they include:

* care and support for people living with long term conditions such as diabetes;
* speech and language therapy;
* health visiting, district and school nursing;
* many services that in other areas may be provided in hospital, such as blood testing, foot care and children’s audiology.

## NELFT is managed in Integrated Care Directorates (one for each locality) which provide direct health care services as well as Corporate Functions that support the Integrated Care Directorates with HR, Finance and IT. It is from within the Corporate Business Unit that this requirement originates.

## This contract falls under the remit of the Estates Directorate and will be managed by the Facilities Management Department.

# PURPOSE OF THis document

## This is a competitive procurement conducted in accordance with the Trust’s Standing Financial Instructions. This is an open procedure conducted in accordance with the Public Contracts Regulations 2015.

## NELFT invites you to respond to this ITT by completing and submitting a response in accordance with the requirements of this document.

## The objective of the ITT evaluation process is to assess the responses and select a Contractor to provide the services to NELFT.

## Your response will be checked for completeness and compliance with the requirements of this ITT. NELFT reserves the right, at its absolute discretion, to reject any incomplete or non-compliant response which may prevent you from further participation in this procurement.

## NELFT reserves the right to exclude you, at any stage of this procurement process, if it becomes aware of any omission or misrepresentation in your ITT response.

## The evaluation criteria used in this procurement comprise a combination of both financial and non-financial factors and will consider:

### Criteria for the rejection of a bidder, specifically their status having regard to Regulation 55 of the Public Contracts Regulations 2015;

### economic and financial standing – in accordance with Regulation 58 of the Regulations, NELFT requires each bidder to meet certain minimum standards of economic and financial standing to participate in this procurement;

### a bidder’s technical or professional ability in accordance with Regulation 58 of the Regulations by requiring evidence of:

#### a successful track record of providing similar services to those listed in this ITT;

#### their capacity and capability, involving an assessment of the totality of resources and competences available to the bidder;

#### the completeness and suitability of the solution or proposal put forward in response to this ITT.

## You should refer to the evaluation process that will be applied by NELFT to all responses at paragraph 7 below for details of the questions, the marking scheme, scores and weightings.

## NELFT reserves the right to seek third party independent advice or assistance to validate information you submit and/or to assist in the evaluation process.

## NELFT reserves the right to conduct site visits, hold interviews and request presentations at any time during this procurement process.

## This document is divided into three parts: Part 1 – Invitation to Tender, Part 2 – Specification and Part 3 – Tenderers Questionnaire & Pricing Schedule.

# Scope

## This contract will be offered for 3 years for the period covering **1st April 2017 – 31st March 2020**. There will be an option to extend by up to two years in yearly increments subject to agreement by both parties.

## The Contractor shall provide a fully inclusive service, including monitoring, surveying and immediate treatment of Pests. The Contractor will make a minimum specified number of scheduled visits to sites per year and will adopt procedures to prevent the Locations becoming infested. The Contractor will pro-actively monitor for evidence of Pests and take corrective actions as necessary to ensure the Locations are kept free from Pests.

## There are currently approximately 27 sites covering Specialist Mental Health and Community Service buildings in the London Boroughs of Waltham Forest, Redbridge, Barking & Dagenham, Havering and in Essex. The number of sites may increase/decrease during the life of this contract.

## Additional sites will be included and sites will be omitted at any time during the contract period. The Trust will endeavour to provide as much notice as possible regarding changes. The price for additional sites will be pro rata to similar existing locations and frequencies.

## Appendix C contains the Pest Overall Call Outs 2015-16. This is provided for information only and should not be relied upon as the current status of Pests at the Locations.

## **Contract Pricing**

### The price will be a lump sum amount to provide the All-Inclusive service of visiting and Riddance of the Pests.

### The Contractor will be required to provide ad-hoc services as and when requested.

### The Contractor shall price any additional sites on the same basis as the tendered prices.

# Contractors workforce

## **Sub-Contracting**

### The Contractor shall be required to employ its own workforce and only use sub-contractors for specialist works e.g. Bird proofing removal/replacement of building fabric/substructure etc.

## **Disclosure and Barring Service (DBS) checks**

### It is a requirement of this contract that all Contractors’ and sub-contractors personnel who will visit any NELFT Establishment will have obtained a satisfactory Disclosure and Barring Service (DBS) check.

### A list of all approved Contractors’ and sub-contractors personnel shall be provided prior to commencement of any work on the sites

# procurement timEtable

1. An outline timetable for this procurement is set out below. This is intended as a guide and whilst NELFT does not intend to depart from the timetable it reserves the right to do so at any stage.
2. **Table 1**

|  |  |
| --- | --- |
| 1. **Date** | 1. **Activity** |
| 1. 10 January | 1. Publication of the Invitation to Tender Document |
| 1. 19 January | 1. Site Visits |
| 27 January | Deadline for submission of clarification questions (**“Clarifications Deadline”**) |
| 03 February | Deadline for answering of clarification questions |
| 1. 10 February | 1. Deadline for the submission of ITT Responses (**“ITT Deadline”**) |
| 1. 17 February | 1. Completion of ITT Response evaluation process and Executive Board Approval |
| 1. 17 February | 1. Issue of ITT results to bidders & Commencement of Standstill Period |
| 1. 27 February | 1. Standstill Period ends |
| 1. 01 March | 1. Contract Award |
| 1. 01 April | 1. Contract Commencement |

# COMPLETION OF THE ITT RESPONSE

## You must submit your completed ITT Response via LPP Sourcing Due North Pro Contract (<https://www.lppsourcing.org>) on or before the ITT Deadline (see Table 1 at paragraph 5 above for details).

## A completed ITT Response consists of a completed Questionnaire form completed by the Bidder as set out within table 3 in para 7.5 below. All these elements of the ITT Response must be completed.

## You should note that the only permissible way to participate in this procurement is to submit an ITT response through LPP Sourcing Due North Pro Contract. ITT Responses submitted by any other means will not be accepted as part of this procurement.

## Additional Documents and Attachments

### No additional documentation should be submitted with a response except where such documentation is specifically required by this ITT.

### Any additional documents required by the ITT should be submitted as separate files via the ITT response email address box using MS Word, MS Excel, MS PowerPoint, Adobe Acrobat or jpeg formats. No other file formats should be used.

## **Data Entry**

### Only information entered into the appropriate answer boxes (which may be extended as necessary) will be taken into consideration for the purposes of evaluating a response, except where additional documentation is specifically requested in this ITT.

### You must not alter any questions set out in this ITT in your response. Amended questions will not be evaluated and a score of zero will be applied.

### All answers in your response shall be inserted into the relevant answer box to the right of, or immediately below, the question box.

### Please answer all questions accurately and concisely.

### You should not cross reference your response to one question in your response to another, even where there is commonality.

### NELFT will disregard any part of a response to a question provided in excess of a specified word limit (where stated).

### Where a YES or NO response is required, please clearly indicate your intended response.

## **Uploading Responses**

### Your ITT Response may be submitted at any time before the ITT Deadline.

### It is your responsibility to ensure that your ITT Response has been submitted in accordance with this ITT by the ITT Deadline.

### ITT Responses submitted after the ITT Deadline may not be considered by NELFT. The decision on whether to accept and evaluate late ITT Responses is entirely at NELFT’s discretion and is likely to be rejected unless you can provide irrefutable evidence that your ITT Response was capable of being received in full by the due date and time.

## **Sub-Contracting Arrangements**

### If you propose a sub-contracting arrangement to deliver services under any ensuing contract following this procurement, all information provided in the ITT Response should be given in respect of the prime contractor.

### If sub-contractors will play a role in the delivery of the Services under any ensuing contract, relevant information should also be provided in relation to those sub-contractors in response to question A3.

### NELFT recognises that arrangements in relation to sub-contracting may be subject to future change. However, you should be aware that where the nominated sub-contractors play a significant role, any changes to the sub-contracting arrangements may constitute a material change to:

#### Your Tender and may affect your ability to continue in the procurement process; or

#### The Contract awarded as a result of this procurement exercise (if the change occurs after the contract has been awarded).

## **Consortium Arrangements**

### If you are bidding as a consortium, you must provide all the information sought in this ITT in respect of each of the consortium's constituent members. All this information must be included as part of a single composite response. For the avoidance of doubt NELFT does not regard a bidder who proposes to use a prime contractor / subcontractor arrangement as a consortium.

### If you are bidding as a consortium and you have formed (or intend to form) a corporate entity (e.g. a limited company, limited liability partnership), the consortium MUST provide details of the actual or proposed percentage shareholding of the constituent members within the consortium (as requested in question [A4] of this ITT).

### If a consortium is not proposing to form a corporate entity, full details of alternative proposed arrangements should be provided in question [A4]. However, please note that NELFT reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 28 of the Regulations.

# ITT EVALUATION PROCESS

* 1. Paragraphs 7.1 to 7.4 below set out the process used by NELFT to assess bidders’ ITT Responses. Table 3 (Evaluation Model) at paragraph 7.5 summarises the evaluation process and sets out the scores, weightings, total marks and proportion of marks available for each Scored Question.

## **Section A – Information Only Questions**

1. The information you submit in response to the ITT is provided to NELFT for information purposes, however completion of these questions is mandatory and some of the information provided will be used for an assessment of your economic and financial standing (see paragraph 7.3). If you fail to respond comprehensively and accurately to any of these mandatory questions such failure may render your ITT Response non-compliant. NELFT reserves the right to exclude non-compliant ITT Responses from further evaluation which may prevent you from further participation in this procurement exercise.

## **Section B – Standing**

### In some circumstances NELFT is required by law to exclude you from participating in this procurement. If you cannot answer ‘no’ to every statement in question [B1] (Grounds for mandatory rejection (ineligibility)) then you should contact NELFT for advice before completing your ITT Response. If you cannot answer ‘no’ to every statement in question B1 it is very likely the ITT Response will be rejected and you will be excluded from participation this procurement.

### NELFT is entitled (in its sole discretion) to exclude you from further participation in this procurement if any of the statements in question [B2] (discretionary grounds for rejection) apply. If you cannot answer ‘no’ to every question it is possible that your ITT Response will be rejected and you may be excluded from further participation from this procurement as a result. In the event that any of the discretionary grounds for rejection do apply, please set out (in a separate Appendix in Microsoft Word format) the full facts of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by NELFT in considering whether or not you will be permitted to proceed any further in this procurement exercise.

### NELFT requires reassurance that should you be successful in this procurement, that you will have or will obtain the minimum insurance values specified in question [B3] in the event of being successfully awarded the contract. Question [B3] requires a “yes” response. If you cannot answer ‘yes’ to this question your ITT Response will be rejected and you will be excluded from further participation in this procurement as a result.

### NELFT require reassurance that should you be successful in this procurement, you will have a Quality Management System in place as specified in question [B4.1]. Question [B4.1] requires a “yes” response. If you cannot answer ‘yes’ to this question your ITT Response will be rejected and you will be excluded from further participation in this procurement as a result.

### The information you provide in response to the experience only questions [B5.1 to B5.6] will be used for the purposes of carrying out an assessment of your experience in providing services in this market. A score of 0, 1 or 2 (as the case may be) for your response to a question will be awarded in accordance with Table 2. References may be taken up with any of the customer contacts and scored. If you do not score a minimum of 2 for each question your ITT Response will be rejected and you will be excluded from further participation in this procurement as a result.

### **Table 2**

|  |  |
| --- | --- |
| **SCORE** | **Criteria for awarding experience score** |
| 0 | Completely fails to meet required experience or does not provide information. |
| 1 | Falls short of achieving expected experience. |
| 2 | Meets the required standard. |

## **Economic and Financial Standing**

### The information you provide in response to the information only questions referred to in paragraph 7.1 above will be used for the purposes of carrying out an assessment of your economic and financial standing. If a guarantee or performance bond is required, NELFT will perform an assessment of your guarantor’s economic and financial standing in accordance with paragraph 7.3.

### NELFT uses a credit reference agency (currently Sid4Gov) as the first stage in determining financial risk. NELFT will request a Sid4Gov financial risk score based on the information provided in your ITT Response. The report provided by Sid4Gov will be used to determine the level of financial risk that your organisation represents. If the score provided by Sid4Gov is 51 or more (where a standard UK score is available), or the risk level is ‘average’ or better (where a standard International score is available) then you will be allocated a ‘pass’ and your organisation will proceed to the next stage of evaluation.

### If any of the following circumstances arise:

#### the score provided by Sid4Gov (where a standard UK score is available) is less than 51; or

#### the risk level is above (i.e. worse than) average (where a standard International score is available); or

#### no standard Sid4Gov score is available for your organisation,

then NELFT may ask you to provide one or more of the following in respect of your organisation or your guarantor (as the case may be):

#### a copy of its audited accounts for the most recent two years;

#### a statement of its turnover profit and loss account and cash flow for the most recent year of trading;

#### a statement of its cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or

#### an alternative means of demonstrating financial status if trading for less than a year.

#### NELFT will use the information described in paragraphs 7.3.3.4 to 7.3.3.7, in addition to a detailed Sid4Gov report (where available) to assess whether the organisation’s financial risk is average or better. This will be performed using NELFT’s financial assessment template covering a range of financial risk indicators, similar to those used by credit reference agencies.

### If NELFT determines (in accordance with paragraph 7.3 that the financial risk is average or better, the bidder will be allocated a ‘pass’ and the bidder’s ITT response will proceed to the next stage of evaluation.

### If NELFT determines (in accordance with paragraph 7.3 that the financial risk is above (i.e. worse than) average, then the bidder will be allocated a ‘fail’ and the bidder’s ITT Response will NOT proceed to the next stage of evaluation.

### If NELFT carries out a financial risk assessment on your organisation and your financial risk is determined as being above (i.e. worse than) average and you did not indicate in response to the Preliminary Questionnaire that a guarantee or performance bond will be provided, NELFT may (in its sole discretion) request that you nominate a guarantor. If you nominate a guarantor NELFT will undertake a financial risk assessment in accordance with paragraphs 7.3.2 to 7.3.6 above in respect of the guarantor.

## **Sections C & D – Scored Questions**

### The ITT Response relating to the questions set out in [Sections C & D] of the Detailed Questionnaire will be evaluated for each section (“**Scored Questions**”).

### A marking scheme for each Scored Question is set out in the Detailed Questionnaire which describes the range of scores that can be achieved depending on the quality of your ITT Response (“**Marking Scheme**”).

### **A minimum pass mark applies to all questions, as explained in the guidance box following the question. If you score less than this minimum pass mark for those questions, your entire ITT response will be rejected and you will not be invited to participate further in this procurement**.

### ITT Responses will be evaluated and scored independently by evaluators who will apply the Marking Scheme for each Scored Question. The evaluators used to assess the ITT Response for each Scored Question may differ. A moderator will review the scores allocated by each of the independent evaluators. If in respect of a Scored Question:

#### the scores awarded by the evaluators are the same then you will be awarded that score for the question; or

#### any anomalies occur, then the moderator will facilitate discussion between each of the evaluators who will agree and award a consensus score in respect of your response for the question.

### Where the Questionnaire requires a 'Yes' or 'No' response to a Scored Question, the moderator alone will determine the score awarded without further discussion with the other evaluators.

### A score of 0, 1, 2, 3 or 4 (as the case may be) for your response to a question will be awarded (**“Mark”**). As a general guide the score will in accordance with Table 2. However, the score will be in accordance to the guidance as part of each question in Sections C & D.

### **Table 3**

|  |  |
| --- | --- |
| **SCORE** | **Criteria for awarding score** |
| 0 | Completely fails to meet required standard or does not provide a proposal. |
| 1 | Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals. |
| 2 | Proposal falls short of achieving expected standard in a number of identifiable respects. |
| 3 | Proposal meets the required standard in most material respects, but is lacking or inconsistent in others. |
| 4 | Proposal meets the required standard in all material respects. |

### The Marks you achieve for each of the Scored Questions will be multiplied by the weighting and then these will be added together. The Tenderer with the highest score will be awarded **35%,** with remaining Tenderers being awarded a percentage equal to their score, relative to the highest score to derive your total mark (“**Final Mark**”). The Tenderers score will be divided by highest tenders score and then multiplied by **35** to determine the percentage score.

### The Bidder with the best Price will be awarded **65%,** with remaining Bidders being awarded a percentage equal to their Price, relative to the best Price received by NELFT. The best Bidders price will be divided by the other bidders’ price and then multiplied by **65** to determine the percentage price score.

## **Table 3 (Evaluation Model)**

| **SECTION QUESTIONS** | **CAPABILITY AREA** | **Weighting** | **OVERALL % OF THE MARKS AVAILABLE** |
| --- | --- | --- | --- |
| **Preliminary Questionnaire** | **Financial Assessment** | **Not evaluated – but note possible grounds for exclusion (see paragraph 7.2.5)** | |
| **SECTION A**  **[A1] – [A6]** | **INFORMATION ONLY QUESTIONS** | **Not evaluated – but note possible grounds for exclusion (see paragraph 7.1)** | |
| **SECTION B** | **GROUNDS FOR REJECTION** |  | |
| [B1] | Grounds for mandatory rejection (ineligibility) | **Not evaluated – but note likely grounds for exclusion (see paragraph 7.2.1 )** | |
| [B2] | Discretionary grounds for rejection | **Not evaluated – but note possible grounds for exclusion (see paragraph 7.2.2 )** | |
| [B3] | Insurance Provisions | **Not evaluated – but note grounds for exclusion (see paragraph 7.2.3 )** | |
| [B4] | Quality Assurance and Certification | **Not evaluated – but note grounds for exclusion(see paragraph 7.2.4 )** | |
| [B5] | Technical Capability | **Evaluated (see paragraph 7.2.5)** | |
| **SECTION C** | **SPECIFIC SERVICE REQUIREMENTS & CAPABILITY** |  | ***35%*** |
| [C.1] | Management Structure | *3* |  |
| [C.2] | Locations free from Pests | *10* |  |
| [C.3] | Resources | *5* |  |
| [C.4] | Pest Books | *3* |  |
| [C.5] | Skills, qualifications and training | *4* |  |
| [C.6] | Disclosure and Barring Service (DBS) checks | *1* |  |
| [C.7] | Management and Information reporting | *3* |  |
| [C.8] | Implementation & Delivery Plan | *3* |  |
| [C.9] | Health & Safety Compliance | *2* |  |
| [C.10] | Environmental Policy & Environment Management Systems | *1* |  |
| **SECTION D** | **COMMERCIAL REQUIREMENTS** |  | ***65%*** |
| [D1] | Pricing |  | *65* |
|  | **TOTALS** |  | **100%** |

## **Tenderer Interviews**

### Once the desk evaluation exercise is complete, the leading tenders may be subjected to a further validation exercise. Leading Tenderers may be asked to attend an interview, at NELFT. As part of this interview, Tenderers may also be required to give a presentation to the Tender Evaluation Panel, followed by detailed questioning on their tender by the panel members.

### Failure to attend may lead to the Tender being rejected.

### Each Tenderer will need to be represented by at least one senior member of staff involved in the compilation of the Tender, and one senior member of staff who will be responsible for the management of the contract.

### The purpose of the interview will be to:

1. Confirm that the contents of the Tender are accurate;
2. Seek clarification of the Tenderer of areas of their Tender where the evaluation process has determined that they may have difficulty in meeting the specified requirements;
3. Question the Tenderer about the areas of their Tender where the evaluation process indicates that the specified requirements will be exceeded;
4. Assess the suitability of the person(s) who will be managing the Contract;
5. Clarify any uncertainties and/or anomalies in the Tender.

### NELFT may reject tenders on the grounds that they are abnormally low when enquiries have been made which reveal that there is a real risk of non-performance at the tender price.  NELFT will inform Tenderers whose tenders are rejected on such grounds.

# invitation to tender STAGE and award numbers

## Following receipt and evaluation of tenders, a Contract will be awarded to the bidder offering the Most Economically Advantageous Tender.

# CONDUCT

## You shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of this ITT.

## Your employees who are involved in this procurement process shall not make contact with any employee, agent or consultant of NELFT or any relevant Other Contracting Authority that is in any way connected with this procurement exercise during the period of this procurement exercise except as set out in this ITT or as instructed otherwise by NELFT.

## If you or any of your subcontractors, consortium members or advisors are currently providing services to NELFT, we reserve the right to require you (including your subcontractors, consortium members or advisors) to establish and maintain an appropriate confidentiality arrangement which shall be approved by NELFT (such approval not to be unreasonably withheld or delayed) between your personnel (including your subcontractors’, consortium members’ or advisors’ personnel) who are involved in the provision of services to NELFT and the personnel who are involved with this procurement exercise.

## NELFT reserves the right to require you to put in place any procedures or undertake any such action(s) that NELFT at its sole discretion considers necessary to prevent any collusive behaviour between you and other bidders.

## If you participate in multiple bids - by (for example) submitting a ITT Response in your own name and featuring under another Response either as a sub-contractor or as a member of a consortium – then NELFT retains the right to make further enquiries regarding each ITT Response in which you are participating to satisfy itself that the ITT Responses and/or any subsequent response to the ITT does not cause potential or actual conflicts of interest, Contractor capacity problems, restrictions or distortions to competition between bidders under this procurement and/or among those successful bidders who may be awarded a Contract. NELFT reserves the right to ask you to amend or withdraw all or part of the ITT Responses in which you are participating if in its reasonable opinion any of the above issues have or may arise.

# QUESTIONS AND CLARIFICATIONS

## NELFT will not enter into exclusive and/or detailed discussions on the requirements of this procurement with you.

## Unless otherwise instructed by NELFT, you may raise questions regarding the ITT at any time prior to the Clarifications Deadline (see Table 1 at paragraph 5). These questions should be submitted via the “Discussions” (Question and Answer) facility centre in LPP Sourcing Due North Pro Contract (<https://www.lppsourcing.org>).

## To ensure that all bidders have equal access to information regarding this ITT, NELFT will publish all its responses to questions raised by you and other bidders regarding the ITT.

## If you wish to ask a question without NELFT revealing the question and its answer, then you should notify NELFT and provide your justification for withholding the question and any response. If NELFT does not consider that there is sufficient justification for withholding your question and the corresponding response, NELFT will invite you to decide whether:

### the question and response should in fact be published; or

### you wish to withdraw the question.

## It is your responsibility to monitor the “Discussions” (Question and Answer facility) in particular for any clarifications or other information issued by NELFT.

# CONFIDENTIALITY

## Subject to the exceptions referred to in paragraph 11.2, the contents of this ITT are being made available by NELFT on condition that:

### you shall at all times treat the contents of this ITT and any related documents (together called the **“Information”**) as confidential, save in so far as they are already in the public domain;

### except where, and to the extent that, the Information has been publicised in accordance with the Transparency provisions in paragraph 12, you will not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

### you will not use any of the Information for any purpose other than for the purposes of responding (or deciding whether to respond) to the ITT; and

### during the procurement process, you shall not undertake any publicity activity related to this procurement within any section of the media.

## You may disclose, distribute or pass any of the Information to your advisers, sub-contractors, consortium members or to another person provided that:

### this is done for the sole purpose of enabling you to submit a ITT Response and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were you; or

### you obtain NELFT’s prior written consent in relation to such disclosure, distribution or passing of Information; or

### the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement; or

### you are legally required to make such a disclosure; or

### the Information has been published or disclosed in accordance with paragraph 12 (Transparency and Freedom of Information).

## In paragraphs 11.1 and 11.2 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

## NELFT may disclose information received from you in relation to this ITT to its officers, employees, agents or advisers.

# TRANSPARENCY AND FREEDOM OF INFORMATION

## In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), NELFT may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or Environmental Information Regulations 2004 (the “EIR”) be required to disclose information you submit to NELFT. This may include, but is not limited to, the disclosure of:

### a ITT Response (including any attachments);

### any score(s) awarded to a ITT Response;

### any evaluator comments relating to a ITT Response;

### the ranking of a ITT against the other ITT Responses; and/or

### the success (or otherwise) of an ITT Response.

## In respect of any part of the ITT Response you submit that you consider commercially sensitive you should, in a separate Appendix in Microsoft Word format:

### clearly identify such information as commercially sensitive;

### explain the potential implications of disclosure of such information; and

### provide an estimate of the period of time during which you believe that such information will remain commercially sensitive.

## Where you identify that parts of your ITT Response are commercially sensitive, NELFT will endeavour to maintain its confidentiality. You should note, however, that, even where information is identified as commercially sensitive, NELFT may be required to disclose such information in accordance with the FoIA or the EIR. In particular, NELFT is required to form an independent judgement concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, NELFT cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed.

## If you receive a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to NELFT and you should not attempt to answer the request without first consulting with NELFT.

## In accordance with the UK Government's policies on transparency, NELFT reserves the right to make all or part of the Information (referred to in paragraph 11.1 above) publicly available (subject to any redactions made at the discretion of NELFT).

## For the avoidance of doubt, your ITT Response shall not be made publicly available unless such disclosure is required in accordance with paragraph 12.1 or 12.7.

## You should note that the terms of the proposed Contract will permit:

### NELFT to publish the text of such Contract, subject to possible redactions at NELFT’s discretion.

## In submitting your ITT Response, you acknowledge that information contained within your ITT Response may be incorporated into any Contract awarded to you and as such it may be subject to disclosure in accordance with this paragraph 12.

# GENERAL PROVISIONS aND DISCLAIMERS

## All material issued in connection with this ITT shall remain the property of NELFT and shall be used only for the purpose of this procurement exercise.

## NELFT shall not be committed to any course of action as a result of:

### issuing this ITT or any invitation to Tender in this procurement exercise;

### communicating with you or your representatives, agents or advisers in respect of this procurement exercise; or

### any other communication between NELFT and/or any relevant Other Contracting Authority (whether directly or by its agents or representatives) and any other party in respect of this procurement exercise.

## You shall accept and acknowledge that by issuing this ITT, NELFT shall (in accordance with the Regulations) not be bound to accept any ITT Response.

## NELFT reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise.

## No information contained in this ITT or in any communication made between NELFT and you in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT or at all. NELFT reserves the right, subject to the rules set out in the Regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall NELFT incur any liability in respect of this ITT or any supporting documentation.

## This ITT and any attachments or references have been prepared in good faith but do not purport to be a comprehensive statement of all matters relevant to this procurement exercise. Neither NELFT nor its advisers accept any liability or responsibility for its adequacy, accuracy or completeness, nor do they make any representation or warranty, express or implied, with respect to the information it contains. You should form your own conclusions about the methods and resources needed to meet NELFT requirements. NELFT and its advisers do not accept responsibility for your assessment of these requirements. You are responsible for obtaining all information required to prepare your responses. This exclusion does not apply to the extent of any deceit or fraudulent misrepresentation made by or on behalf of NELFT.

## Direct or indirect canvassing of NELFT or its advisers (other than in accordance with the terms of this ITT), NHS employee or agent by you or any agent or person acting on your behalf concerning this procurement, or any attempt to procure information from any NHS employee or agent concerning this ITT may result in your disqualification under this procurement exercise.

## NELFT shall not be responsible for you or your subcontractors, consortium members or advisors costs or expenses incurred in connection with the preparation or submission of your ITT Response; including, for the avoidance of doubt, in circumstances where this procurement is cancelled.

## This ITT shall be governed by the laws of England and Wales.

## Should you be successful, the contents of this document, the Terms and Conditions and additional Schedules derived from your response to the ITT, will be subject to the constitution of the contract. This will be finally determined by NELFT.

# APPROVED METHOD STATEMENT

## Tenderers will have provided in the ITT response details of the methods to be employed in achieving the standards required by the Contract. The responses will be included in the tender evaluation.

## The Contractors responses will become the Provisional Method Statement.

## Once agreed by the Authorised Officer the Provisional Method Statement will become the Approved Method Statement and will form part of the Contract. The Approved Method Statement will be monitored throughout the Contract to ensure compliance.

## The Approved Method Statement shall define how the Contractor will manage and deliver services throughout the Contract.

## The Approved Method Statement shall be continually upgraded to meet the needs of the service.

*Part 2 – Specification*

# glossary

* 1. Unless the context otherwise requires, the following words and expressions used within this ITT shall have the following meanings:
  2. **“Contracting Authority”** means NELFT and any other contracting authorities described in the ITT;
  3. "**Detailed Questionnaire**" means the detailed questionnaire set out in this ITT;
  4. **“EIR”** mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
  5. **“Final Mark”** shall have the meaning given in paragraph 7.4.7;
  6. **“FoIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
  7. **“Invitation to Tender” or “ITT”** meansthe invitation to tender documentation and all related documents published by NELFT in relation to this procurement;
  8. **“Mark”** shall have the meaning in paragraph 7.4.6;
  9. **“Marking Scheme”** shall have the meaning in paragraph 7.4.2;
  10. **“Other Contracting Authority”** means all Contracting Authorities except NELFT;
  11. **“ITT Deadline”** means the time and date set out in Table 1 at paragraph 5 (Procurement Timetable);
  12. **“ITT Response”** means your response submitted in accordance with the terms of this ITT indicating your interest in participating in the ITT;
  13. **“Regulations”** means the Public Contracts Regulations 2015;
  14. **‘’Response Time’’** means the minimum time within which the Contractor must commence the call on site;
  15. **“Scored Questions”** means those questions referenced in paragraph 7.4.1 above;
  16. **“The Authorised Officer”** means the person appointed by the Trust to act as the representative of the Trust for all purposes specified in the Contract, or the authorised representative of such person;
  17. **“The Locations”** means the whole of the sites specified in the Schedule of Premises and includes all land, buildings and potential pest routes such as ducts, floor and ceiling voids, drains and other areas providing conditions and safety for pests to breed or become established;
  18. **“The Area”** means any specified part of a location;
  19. **“The All-Inclusive Service”** means the all-inclusive service specified unless detailed otherwise in the specification;

**“The Pests”** Something that can carry infectious organism that may transfer from insects and animals to humans and therefore cause a risk to patients, staff or visitors this includes all living stages of pests, specified in Appendix B;

* 1. **“The Pests Books”** means the books provided by the Contractor for the purposes set out in 21 below. The Book and its contents shall remain the property of NELFT;
  2. **“The Pesticide Regulations”** means regulations made under the Food Environmental Protection Act 1985 - as amended 1997, and consents made thereunder, together with all related EU directives;
  3. **“The Infestation”** means the presence of a pest where it transmits disease, causes damage, fouling, contamination, fear, offence or nuisance, or is potentially capable of having any of these effects;
  4. **“Rid” and ‘Riddance”** means eradication or achieving the best level of control which is technically and practicably possible;
  5. **“The Specified Pesticides”** means those specified by the Contractor in Appendix A.

# Service

## The Contractor shall provide a comprehensive, preventative, reactive and on-call service. The Contractor shall maintain all Locations to a pest free standard. The Contractor shall make as many visits as necessary to maintain this standard.

## As part of the comprehensive preventative service the Contractor shall carry out scheduled visits to the Locations. The Contractor shall provide the minimum amount of visits as specified in the Pricing Schedule. Weekly visits shall be carried out on or around the same day(s) each week.

## At Locations that have minimum service frequencies above 4, or at Locations that have mixed use, not all buildings have to be visited on each occasion. The Contractor will determine what buildings require the pest service on each occasion, to ensure that infestation of Pests is kept to an acceptable level.

## The Contractor shall, during or immediately following such scheduled visits, undertake such treatments as are necessary to Rid the Locations of any further infestation by The Pests.

## The Contractor shall make all necessary visits to the locations as required to Rid the Locations of any further infestation by The Pests. The Contractor shall inform the Authorising Officer of any major issues identified by the survey and agree with how to proceed.

## In addition to the regular schedule of visits, at any time, when requested by the Trust, the Contractor will send suitable Service Personnel to carry out treatments. Such personnel shall arrive at the Trust's premises to commence work within 24 hours of such a request being made, whether orally or in writing by the Authorised Officer.

## When required by the Authorised Officer the Contractor shall operate a regular crawling / flying insect and rodent pest monitoring system, using approved monitors and / or traps. The Contractor shall provide written (email) details of the intended number, types and position of monitoring traps/devices that are to be placed in individual locations.  Sufficient monitors are to be placed so as the Pest infestation levels can be accurately monitored. All monitoring devices are to be securely labelled, numbered and marked with the date of placing and direction of laying. The content of each trap shall be recorded and a copy of the record shall be issued to the Authorised Officer within 3 working days of the monitoring visit.

## The Contractor shall undertake all work in a safe and cost effective manner which reduces to an absolute minimum the risk in terms of safety, food hygiene, infection control, damage to land and buildings, loss of clinical service activity, etc. from Pest infestation.

## The Contractor shall provide a safe and efficient methods of catching, destroying and safely disposing of Pests (adopting safe and humane procedures in all instances).

## The Contractor shall use tamper resistant rodent bait stations in all areas where Trust personnel, patients and visitors have access. Open Bait Trays Will Not Be Allowed In Any Location

## Where required, tamper resistant bait stations shall be secured by means of a ground anchor, chain or by screwing / bolting to walls / floors. The Contractor shall ensure that no damage is caused to any Services and / or structure when fixing bait stations. Granular or loose bait shall not be used for Mus Musculus or Apodemus Sylvaticus, (House or Field Mice).

## In addition to the obligations specified, the Contractor when requested and accompanied by the Authorised Officer or a named deputy, for problem sites or potential problem sites, on not more than 4 occasions per year and at regular intervals shall:

* inspect Areas within the Locations which have been previously treated
* investigate incidents recorded in the Pest Books
* investigate any other matters drawn to the Contractor's attention by the Authorised Officer relating to the infestation of the Locations by Pests
* inspect Areas within the Locations which in the opinion of the Contractor or the Authorised Officer are particularly vulnerable to infestation by Pests

## The Contractor shall supply, as and when requested, a 'Biologist Service’ to identify unknown species at any Location. This Service shall be provided with 48 hours of a request from the Authorised Officer. A written report detailing type of Pest, control methods to be adopted and proofing works required, shall be forwarded to the Authorised Officer within 10 working days.

## The Contractor must be a member of the British Pest Control Association and hold Full Servicing Membership and should be fully active with the CPD (Continual Professional Development) Programme and have 100% of their ‘service staff’ registered on the ‘BASIS PROMPT’ Professional Pest Control Register. The Contractor will be required to support the aims of “Think Wildlife” and support their aims and to be registered and operate within the codes of good practice.

# PERFORMANCE

The Contractor shall:

## Supply all goods to carry out the Services.

## Keep all goods under control and safekeeping, with all pesticides clearly and correctly identifiable by labels on all containers.

## Remove all superfluous goods after completion of each treatment.

## Use, in the performance of the Services, only pesticides which have been approved for their intended use under the Pesticide Regulations, unless notified by the Trust of any prohibition or restriction on use.

## Obtain written agreement from the Authorised Officer and or the Estates Manager of the intention to use smoke, dust or fog forming formulations, giving the intended time and place of use.

## Obtain permission in writing from the Authorised Officer before using any pesticide other than Specified Pesticides.

# TIMES & VISITS

## Except where otherwise specified, all visits will take place on weekdays between 08:30 and 17:00, excluding Public Holidays.

## The Contractor shall also provide an emergency service for all times outside of the hours stated above.

# EMERGENCY SERVICE

## The Contractor shall provide emergency pest control advice to the Trust; an on-call emergency service facility must apply in and outside normal working hours for dealing with non-routine, urgent and emergency requests; the Contractor must respond if requested, visit the site(s) and take the appropriate action.

## The Contractor shall provide a 365 day/24 Hour Emergency Service to all Locations as required. The service must be provided 24 hours each day including weekends and during all holiday periods.

## The Contractor shall ensure that suitable personnel attend locations, within 6 hours during normal working hours or within 12 hours during weekends and outside normal working hours, of such a request being made whether verbally or in writing from the Authorised Officer or a Named Deputy.

## In cases of extreme emergency as defined by the Authorised Officer a response time of 4 hours will be required.

## The Contractor shall be required to provide the resources necessary to receive and respond to emergency works notification at all times.

## The Contractor shall provide a dedicated team of skilled operatives, to ensure that all emergency works are completed, where possible, at the time of the initial visit.

# COMMUNICATION

## The Contractor must be available and immediately respond to all telephone calls between 08:30 and 17:00, excluding Public Holidays. All telephone calls are to be answered within 5 rings with the individuals name and company details being given.

## The Contractor will be required to provide a telephone and email facility to facilitate the making of appointments.

## The Contractor shall also have a 24 hour 365 day manned service for taking calls for emergency works.

# Pest Books

## The Contractor shall supply to each Location specified in the Pricing Schedule, a Pest Book. This shall include the name of the technician servicing the contract, contact numbers for enquiries and supervisor’s name.

## The Contractor shall record in the relevant Pest Book, at the end of each visit, whether emergency or otherwise, the following as a minimum;

i) a signed, timed (in and out time) and dated report detailing the Locations and Areas inspected and treated;

ii) the product name and registration number of the pesticides used;

iii) any evidence of any Pest, and any belief that any infestation is associated with any other premises whether Trust premises or otherwise

## The Trust may record sightings of Pests in the relevant Pest Book. This will enable the Contractor to take the necessary action at the earliest opportunity.

## The Contractor shall provide the Authorised Officer with a written report on a 3 monthly basis. The report shall contain information on locations of Pest activity and control measures taken.

# PERSONNEL

## The Contractor shall use personnel who are fully trained, qualified and able to provide the high quality professional and practical service.

## The Contractor shall provide its personnel with a form of identification acceptable to the Trust which they shall display on their clothing at all times when they are on the Trust's premises.

## The Contractor shall provide its personnel with protective clothing which should be worn at all times while working on the Trust's premises.

## All Contractors’ personnel shall report to Authorised personnel on arrival and departure from each of the Trust's premises.

## The Contractor shall cause as little interference as possible with activities in or near the Locations.

## The Contractor's personnel must comply at all times with any instruction given by officers in charge of departments during the course of their duties. Any cases of doubt must be referred to the Authorised Officer. It should be recognised that although agreement in principal may already have been given to the visit to a particular department at a particular time, the local circumstances may require an alteration to the agreed programme, without prior notice.

## The Contractor shall instruct its personnel as to fire risks and require them not to smoke on any of the premises.

## The Contractor shall remove any of its personnel from the Locations where the Trust requests on grounds of efficiency or public interest.

# CHEMICALS

## The Contractor shall only use chemicals with the Trust’s consent and where other forms of prevention are ineffective in controlling Pests. The Contractor shall ensure the use of chemicals, including pesticides, are strictly controlled and monitored and fully comply with COSHH requirements records of their use must be available for inspection by the Trust and other authorised organisations/personnel. Should the Contractor wish to use any other form of chemical product which has not been formally authorised by the Trust in writing, it must obtain written authority prior to use. In all cases no chemicals shall be used by the Pest Control Service that may come into to contact with patients, and or visitors directly or indirectly.

# HEALTH & SAFETY

## The Contractor shall comply with the provision of the Control of Pesticides Regulations 1986, (as amended), the Health & Safety at Work Act 1974, The Waste (England and Wales) (Amendment) Regulations 2012 and all other relevant acts and guidance.

## The Contractor's attention is drawn to the requirements of the Control of Substances Hazardous to Health Regulations 2002, (C.O.S.H.H.), and shall notify the authorised Officer of any substances they propose to use which fall within the remit of the C.O.S.H.H. Regulations. The Contractor shall be responsible for compliance with C.O.S.H.H. Regulations to the satisfaction of the Authorised Officer and / or the Risk Management Department. Written risk assessments shall be available together with supporting documentation upon request.

# RESTRICTED ACCESS

## The Contractor is to be aware that most locations are operational with both clinical and or administration services and at time access will be restricted, the local site managers will advise of any restriction during the regular monitoring visits. Where access is restricted the operator shall record this in the local Pest Book and the Contractor should include the occasion in the quarterly report.

## Due to the nature of some areas of the Trust, the Contractor will ensure that all staff having contact with patient areas has adequate induction and training in respect of dealing with patients that require Mental Health treatment/rehabilitation.

## There are some restricted areas on the Goodmayes site due to asbestos contaminated subways, should access be required the Trust will arrange for it asbestos Contractor to accompany the pest control operatives into the areas. The operative shall follow the instruction of the specialist Contractor.

# OTHER CHARGEABLE WORKS OR SERVICES

## These may include (but are not limited to) pigeon proofing at various times and sites, removal of trapped dead or alive animals including removal of walls and floors and possible supply of pest control treatments for local use i.e. fly spray, deodorisers.

## At the discretion of the Contract Administrator these works and services may be separately negotiated or tendered and may be carried out by other organisations.

# Key Performance Indicators

## The targets set out below are the Key Performance Indicators for the contract.

## **Table 5**

|  |  |
| --- | --- |
| **Service** | **Timescale and / or KPI** |
| Pest Control Service is undertaken at the times and frequencies set out in the Pricing Schedule unless otherwise agreed with the Authorised Officer | 98% within times specified |
| Attendance of out of hours call outs within the specified time | 100% within times specified |
| Emergency call outs are attended within the specified attendance time | 100% within times specified |
| Maintenance of Records/Logging in Pest Books | 100% Pest Book updated |
| No adverse impact on hospital user safety as a result of either planned Pest Control Service or reactive Pest Control Service | No reported issues. |
| Reporting (3 monthly) | 100% correct within 5 working days of the next meeting |
| Riddance of Pests | 90% within timescale specified (“reasonable” as defined by the AO) |

# Default

## If the Contractor fails to commence or carry out any works, or any part thereof in accordance with the terms and conditions of the Contract particularly with regard to the following:-

1. visits not commenced within the specified response time
2. works not commenced at the time of the pre-arranged schedule
3. infestations not eradicated within the time specified or within an acceptable time period (as defined by the AO)
4. works not completed to an acceptable standard with regard to work skills and/or materials
5. works not recorded in the Pest Books
6. the Contractor's overall conduct
7. Infestation of Pests above an acceptable level or increase in infestation due to lack of comprehensive preventative action at visits.
8. Health and safety

## Then the Authorised Officer may issue a Default Notice to the Contractor.

## Where a Default Notice has been issued by the Authorised Officer the Contractor shall, where instructed, be required to commence and/or complete the scheduled job in accordance with the conditions of the contract to ensure the Locations are kept free from Pests.

## Any additional costs incurred by NELFT as a result of the above default procedure will be recoverable from the Contractor. The Contractor will also be responsible for all associated administration costs.

## **Default Procedures**

### Default Notices will accumulate towards contract termination.

### The Contractor shall document steps taken to ensure defaults do not recur.

### The rights and remedies of NELFT provided under these default procedures are in addition to and without prejudice to any other remedies that NELFT may decide to pursue.

### NELFT is suitably experienced in monitoring the performance of this service and will not unreasonably or vexatiously pursue the Contractor under this method of monitoring.

## **Default Points**

Default points will also go towards termination.

### The severity of defaults is graded from A-C. The Authorised Officer may at his/her sole discretion decide how many Default Points to allocate to the Contractor for a particular grade of default having regard to the relative severity of the default. The Default Points for the grades are:-

|  |  |
| --- | --- |
| **GRADE** | **DEFAULT POINTS** |
| A | 21-30 |
| B | 11-20 |
| C | 1-10 |

### The following are examples of the grades and default points that may be allocated:-

|  |  |  |
| --- | --- | --- |
|  | **Grade** | **Points** |
| Health and Safety | A | 21-30 |
| Infestation of Pests above an acceptable level or increase in infestation due to lack of comprehensive preventative action at visits | A | 21-30 |
| Failure to perform the Contract in accordance with the Approved Method Statement | B | 11-20 |
| Visits not commenced within the specified response time or within an acceptable time period | B | 11-20 |
| Works not completed to an acceptable standard with regard to work skills and/or materials | B | 11-20 |
| Emergency call outs not commenced within the specified response time | B | 11-20 |
| Infestations not eradicated within the time specified | B | 11-20 |
| Works not recorded in the Pest Books | C | 1-10 |
| The Contractor's overall conduct | C | 1-10 |
| Works not commenced at the time of the pre-arranged schedule | C | 1-10 |

### If the Contractor fails to comply with any of the requirements of a Default Notice, the Authorised Officer may issue a further Default Notice. For the avoidance of doubt, Default Points may be allocated for failure to comply with a Default Notice, and the Authorised Officer may award increasing numbers of Default Points for successive failures to comply.

### Each item detailed in this Specification and each order may be the subject of a Default Notice on each occasion that a breach of conditions or failure in performance takes place.

### In the event that the total number of Default Points allocated on Default Notices issued to the Contractor exceeds:

30 in any four consecutive weeks;

60 in any twelve consecutive weeks; or

120 in any fifty-two consecutive weeks;

NELFT will be entitled to terminate the Contractor's employment in accordance with the Conditions of Contract.

# service credits

## Should the Contractor fail to meet the stipulated percentage of the required response times NELFT will be entitled to service credits.

## These will apply to Service Frequencies as per Schedule of Premises in Section D.

# confidentiality

## All information provided to the Contractor shall be treated as confidential and shall not be divulged to any third party without the prior written approval of the Contract Administrator.

# PRE TENDER REPORT

## The Trust has prepared a Pre Tender Report which aims to let Tenderers know the current Pest condition at the Locations. This report is for information only and the Contractor shall not rely on the report as to the condition at the Locations and accepts the contract at its own risk.

## The Pre Tender Report is the information contained in Pest Call Outs 2015-16 in Appendix C and the Schedule of Premises & Pricing Schedule in Section D1.

## The Contractor shall prepare a condition report 6 months prior to the end of the contract.

# TUPE

## The provisions of Schedule 7 of the terms and conditions of contract shall apply.

## The current contractor, Ecolab, have indicated that they believe that there are no TUPE implications that apply to this contract.

# Conditions of Contract

## This Form of Contract will be the NHS Terms and Conditions for the Provision of Services 2013.

*Part 3 – Questionnaire*

# 32. QUESTIONNAIRES

## **32.1 PRELIMINARY QUESTIONNAIRE**

|  |  |
| --- | --- |
|  | Please provide the following information;   1. Details of the registered office for your company; 2. Company number as registered with Companies House 3. Provide us with your Sid4Gov Reference Number: Note: This is linked to your DUNS number required for financial assessment. If you do not have this number then you can register at www.sid4gov.nhs.uk to obtain one. (Registration is free of charge.) 4. The various units within your business that will be involved in servicing this requirement, their respective managers and their contact details |
| **Response:** |  |

## **32.2 DETAILED QUESTIONNAIRE**

|  |  |
| --- | --- |
| **SECTION A - INFORMATION ONLY QUESTIONS** | |
| **A1** | **Please state whether your organisation is the ultimate parent company within its group or whether it is a subsidiary or is otherwise controlled by another entity. If your organisation is a subsidiary or is controlled by another entity, what is its relationship with its ultimate parent company (and any holding companies) or the controlling body (i.e. in terms of ownership, directorship, authority and control)?** |
| **Bidder Response:** |  |

|  |  |
| --- | --- |
| **A2** | **Please provide a one-page chart illustrating your organisation's ownership structure including its relationship to any parent or other group or holding companies.** |
|  | Submit as a separate attachment, as diagrams will not be visible in web page filtered format. |

|  |  |  |
| --- | --- | --- |
| **A3** | **Consortia and Sub-Contracting** | |
|  | **Please indicate by stating Yes or No in the blue boxes, whether:** | **Yes / No** |
| **Bidder Response:** | **(a) Your organisation is bidding to provide all the services required itself, without the use of any sub-contractors or consortium members** |  |
| **(b) Your organisation is bidding in the role of prime contractor and intends to use third parties to provide some services** |  |
| **(c) You are bidding as part of a consortium** |  |
| **If your answer is “Yes” in (b) or (c) please provide a separate Appendix showing the composition of the supply chain, listing the following:**   * **company/organisation name(s);** * **indication of which member of the supply chain (which may include the bidder solely or together with other providers) will be responsible for which elements of the requirement;** * **confirmation of their commitment to provide the relevant services.** | |

|  |  |  |
| --- | --- | --- |
| **A4** | **If you have stated in question A3 that you are bidding as a consortium, e.g. as a corporate or a contractual joint venture please provide details of the structure of the consortium and the percentage shareholdings of each member or (in the case of contractual joint ventures) the contribution of each member to the consortium.** | |
| **Bidder Response:** | **Details of the proposed structure (e.g. corporate joint venture – new limited liability company established by the consortium, with x and y as guarantors).** |  |
| **Consortium Members** | **Percentage Shareholding / Contribution** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
| **A5** | **If you have stated in question A3 that you are bidding as a consortium, please provide the names of any members of the consortium who are also submitting a separate ITT Response (either in their own name or as part of another consortium or subcontractor to another party) as part of this procurement exercise. Please state N/A if this question does not apply.** |
| **Bidder Response:** |  |

|  |  |
| --- | --- |
| **A6** | **How many staff does your organisation (including consortia members or named sub-contractors where appropriate) employ relevant to the carrying out of services similar to those required under this contract?** |
| **Bidder Response:** |  |

|  |  |  |
| --- | --- | --- |
| **SECTION B – GROUNDS FOR REJECTION** | | |
| **[B1]** | **Grounds for mandatory rejection (ineligibility)** | |
| **Bidder Response:** | **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Yes/No** |
| 1. conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended); |  |
| 1. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended); |  |
| 1. the offence of bribery; |  |
| (ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010; |  |
| 1. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of: | |
| * 1. the offence of cheating the Revenue; |  |
| * 1. the offence of conspiracy to defraud; |  |
| * 1. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978; |  |
| * 1. fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006; |  |
| * 1. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994; |  |
| * 1. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or |  |
| * 1. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968; |  |
| 1. money laundering within the meaning of the Money Laundering Regulations 2003 or Money Laundering Regulations 2007; or |  |
| 1. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State. |  |

|  |  |  |
| --- | --- | --- |
| **[B2]** | **Discretionary grounds for rejection** | |
| **Bidder Response:** | **Is any of the following true of your organisation?**  **If you answer ‘yes’ to** any of these questions please set out (in a separate Appendix in Microsoft Word format) the full facts of the relevant incident and any remedial action taken subsequently. | **Yes/No** |
| (a) being an individual, is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state; |  |
| (b) being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or |  |
| (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of similar procedures under the law of any other state? |  |
| **Has your organisation:** | |
| (a) been convicted of a criminal offence relating to the conduct of your business or profession; |  |
| (b) committed an act of grave misconduct in the course of your business or profession; |  |
| (c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established; |  |
| (d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or |  |
| e) been guilty of serious misrepresentation in providing any information required of you under Regulation 23 of the Public Contracts Regulations 2006? |  |

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| **[B3]** | **INSURANCE** | |
|  | **Insurance – A 'Yes' Response to this question is mandatory.** | |
| **Bidder Response:** | **Please confirm that you have, or will obtain in the event of being successfully appointed to the Contract, the following minimum levels of insurance.** | **Yes / No** |
|  |
| Employers liability | £5 million |
| Public Liability | £5 million |
| Professional Indemnity | £1 million |

|  |  |  |
| --- | --- | --- |
| **[B4]** | **QUALITY ASSURANCE AND CERTIFICATION** | |
|  |  | **Yes / No** |
| **[B4.1]** | **Does your organisation have a Quality Management System (QMS) based on the principles of ISO 9001:2000 or the European Foundation for Quality Management (EFQM) Excellence Model or equivalent?** |  |
| **[B4.2]** | **Does your organisation have a valid and in-date Quality Assurance Certification or Report in the form of:**  **an ISO 9001:** **2000 Quality Assurance Certificate - registered by a UKAS accredited organisation (see** [**http://www.ukas.com/about-accreditation/accredited-bodies/certification-body-schedules-QMS.asp**](http://www.ukas.com/about-accreditation/accredited-bodies/certification-body-schedules-QMS.asp)**) or a UKAS equivalent national body for non-UK bidders; or**  **a current EFQM ‘Committed to Excellence’ Assessor’s Report;**  **or equivalent?**  **The Certificate/Report must be relevant to the Services required and cover the location which will supply the Services.** |  |
| **If “Yes”, please provide copies of any relevant Certificates/Reports as separate attachments.** | |
| **[B4.3]** | **If you have answered “Yes” to question B4.1 but “No” to question B4.2 please provide brief details of the QMS used and include copies of your ISO 9001 compliant Quality Policy, Quality Manual Index and ISO 9001: 2000 Compulsory Documents (listed beneath the Marking Scheme); or your EFQM ‘Committed to Excellence’ Self-Assessment Questionnaire (or equivalent). If your answer to B4.1 or B4.2 (or both) is “Yes” in respect of an equivalent, please state the equivalent(s) below, with a brief explanation of its/their relevance.** | |
| **Response (maximum 400 words)** | | |

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| --- | --- |
| **[B5]** | **TECHNICAL CAPABILITY** |
|  | **Please provide three (3) examples of contracts you have been a significant party to in the previous three (3) years for a similar type of organisation with a large complex estate. Be sure to provide:** |
| **[B5.1]** | * **the total contract value of your organisations involvement (and any relevant breakdown of this value) (1000 words max).** |
| Bidder Response: | |
| **[B5.2]** | * **a description of the service/contract your organisation provided (1000 words max).** |
| Bidder Response: | |
| **[B5.3]** | * **a description of the emergency service provision (1000 words max).** |
| Bidder Response: | |
| **[B5.4]** | * **customer contact details (including up-to-date email address and telephone number)** |
| Bidder Response: | |
| **[B5.5]** | * **evidence of adherence to Key Performance Indicators relating to the reference example (500 words max).** |
| Bidder Response: | |
| **[B5.6]** | * **evidence of contract monitoring (500 words max).** |
| Bidder Response: | |
| Mark | **Guidance**  Your response should provide clear and unambiguous data, any breakdown given must be relevant to the top-level areas of the contract (i.e. works carried out and emergency service provision etc.)  **Minimum pass mark: 2**. If you score less than 2 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |

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| **SECTION C – SPECIFIC TECHNICAL CAPABILITIES** |

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| --- | --- |
| **[C1]** | **Management Structure**  Detail the management structure in place to support the successful performance of this contract. (750 words max). |
| Mark | **Guidance**  Your response should provide a full explanation of the structure that would be utilised for the delivery of this contract. It should describe reporting relationships and provide for an accountability structure within your organisation. This description may be supported with a flow diagram.  **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 3**. If you score below 3 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
| Bidder Response: | |

|  |  |
| --- | --- |
| **[C2]** | **Locations free from Pests**  Please detail how you would ensure the Locations are kept free from Pests, within the All-Inclusive price. (1500 words max). |
| Mark | **Guidance**  Please explain your understanding of this and how you will identify issues and ensure the Locations are kept free from Pests. For Locations with a minimum service frequency over 4, please detail how you will determine which buildings/areas require attention to ensure maximum efficiency and to keep areas free from Pests.    **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 3**. If you score below 3 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
| Bidder Response: | |

|  |  |
| --- | --- |
| **[C3]** | **Resources**  Describe all your resources that will be dedicated to NELFT. Please include the process to ensure that response times and emergency requirements will be adhered to. (1500 words max). |
| Mark | **Guidance**  Your response should provide a clear and detailed response detailing the resources that will be dedicated to supporting NELFT. Please indicate how you will ensure that such personnel shall arrive at the Trust's premises to commence work within specified time of such a request being made as stated in the specification.  Your response should include a detailed process flow and examples of both in and out of hour’s operations as per the specific service requirements. Also detail the escalation process including but not limited to; if there is a failure to meet the response times. Indicate clearly the responsibilities of the Contractor & NELFT.  **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 3**. If you score below 3 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
| Bidder Response: | |

|  |  |
| --- | --- |
| **[C4]** | **Pest Books**  The specification requires Pest Books to be kept at each location. Can you please explain how you will do this? Would you consider an electronic system for this – if so please detail (please note answers on the provision of electronic systems will not be scored). (1000 words max). |
| Mark | **Guidance**  Your response should detail what information you will include in the Pest book, how you will clearly evidence the visits made and how you will log Pest sightings. Please also explain how you will provide the quarterly reports based on the Pest activity as stated in the specification.  **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 2**. If you score below 2 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
| Bidder Response: | |

|  |  |
| --- | --- |
| **[C5]** | **Skills, qualifications and training**  Describe the skills and qualifications of your organisation and the team (1000 words max). |
| Mark | **Guidance**  Your response should describe the roles to be undertaken by the team and include skills and the accreditations that include but are not limited to: British Pest Control Association & PROMPT. This description may be supported with a matrix diagram. It should also provide details of training/development programmes in use by your organisation that are applicable to those staff members who will be performing the contract, as well as the frequency with which these are taken up by staff.  Your response should also provide a clear description of the relevant and current registration certificates that your company hold. These include but are not limited to: membership of British Pest Control Association & PROMPT.  **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 3**. If you score below 3 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
| Bidder Response: | |

|  |  |
| --- | --- |
| **[C6]** | **Disclosure and Barring Service (DBS) checks (previously CRB checks) Process**  Describe how you will ensure that DBS checks have been carried out on any employee working on this contract where required. (500 words max). |
| Mark | **Guidance**  Reponses should include a description of the methodology used to ensure that DBS checks are carried out and regularly monitored. Checks will be required on any employee working on this contract. This will be for a standard check only.  **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 2**. If you score below 2 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
| Bidder Response: | |

|  |  |
| --- | --- |
| **[C7]** | **Management and Information reporting.**  Provide detail on the standard reports you would use to report performance monitoring and financial information. (1000 words max). |
| **Mark** | **Guidance**  Your response should include examples of the standard reports you would use to performance monitor KPIs as per the specific service requirements & report financial information, including expenditure and outstanding commitments.  **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 2**. If you score below 2 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
|  | |

|  |  |
| --- | --- |
| **[C8]** | **Implementation**  How will you implement the contract to NELFT in conjunction to the pre tender report (1000 words max). |
| Mark | **Guidance**  Your response should include timescales and key milestones to show how you will implement the contract from contract award and also how you will get to and maintain the provision of service and dealing with any infestations.  **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 2**. If you score below 2 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
| Bidder Response: | |

|  |  |
| --- | --- |
| **[C9]** | **Health & Safety Compliance**  Provide detail of the relevant Health & Safety Compliance that your company maintains.  (500 words max). |
| Mark | **Guidance**  Your response should provide a clear description of the relevant and current Health & Safety Compliance that your company currently has. This may include but is not limited to the company’s: Health & Safety Policy, Safety Codes & Practices Manual, Safety Structure, and Training & Accident Reporting or its equivalent. This should be substantiated with copies of your latest documentation.  **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 2**. If you score below 2 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
| Bidder Response: | |

|  |  |
| --- | --- |
| **[C10]** | **Environmental Policy & Environment Management Systems**  Provide detail of the Environmental Policy that your company maintains.  (500 words max). |
| Mark | **Guidance**  Your response should provide the current Environmental Policy & Environment Management Systems that your company currently operates. This should be a current policy that reflects compliance with the latest legislation.  **Answer Format: Word Document or PDF upload**  **Minimum pass mark: 2**. If you score below 2 for this question, your response will be rejected and you will not be invited to participate further in this procurement. |
| Bidder Response: | |

|  |  |
| --- | --- |
| SECTION D – COMMERCIAL REQUIREMENTS | |
| **D1** | **Pricing** |
| [D1] | Bidders must provide details of pricing. The pricing shall include all related elements as per 16.2 in the specific service requirements.  Answer Format: Excel spread sheet or PDF upload in a non-editable format. Please use the Pricing Schedule below.   |  | | --- | | The Bidder with the best Price shall be awarded 65%, with remaining Bidders being awarded a percentage equal to their Price, relative to the best Price received by NELFT. | | Best Price divided by other Bidder’s Price multiplied by 65% = relative score achieved for other Bidder’s Price. | |
| **Response** | |

***Appendices***

**Appendix A**

**Pesticides**

|  |  |  |  |
| --- | --- | --- | --- |
| Product Name (and additionally the name or code by which the product is described to operatives) | Product Registration  (i.e. MAFF or HSE) | Formulation (powder, gel, spray etc.) | Area Of Intended Use |
|  |  |  |  |

Signature:

Print Name In Block Capitals :

Position In Company / Firm :

**Appendix B**

**Pest Groups**

|  |  |  |
| --- | --- | --- |
| English Name | Scientific Name | Guide Times Within Which  Riddance May Be Complete |

**GROUP 1 - Rodents**

|  |  |  |
| --- | --- | --- |
| Common Rat  Ship Rat  House Mouse  Field Mouse | *Rattus Norvegins*  *Rattus Rattus*  *Mus Musculus*  *Apodemns Sylvaticus* | 30 Days |

**GROUP 2 - Crawling & Flying Insects**

|  |  |  |
| --- | --- | --- |
| All Species Of Cockroaches  House Cricket  Silverfish  Firebrat  Woodlice  Bed Bugs  Martin Bug  Earwig  Clothing Louse  All Fleas    All Flies (such as house flies bluebottle, greenbottle, etc.)  Spider & Biscuit Beetles    Wasps  Red Clover Mites, Paper  Bees, Bumble & Honey | *Blattaria, Supella, Periplaneta*  *Acheta Domesticus*  *Lepisma Saccharina*  *Thermobia Domestica*  *CimexLecyularius*/ *Columbarius*  *Oeciacus Hirundinus*    *Forficula Auricuaia*  *Pediculs Humans Humanus*  *Pulexlrritans, CtenocephalidesFelis, CtenocephalidesCanis, XenopsyllaCheopis, Ceratphyllus Galllinae etc.*  *MuscaDomestica,Calliphora Erythrocephala,Lucilia Sericata etc.*    *Pintus, Stegobium Paniceum*  *Vespula, Vespa* | }  } 6 Months  }  }  }  }  }  } 2 Months  }  }  }  }  }  }  } } }  }  }  }  }  }  } 1 Month  }  }  }  }  }  }  }  } 2 Months  }  } |

**GROUP 3 – Ants**

|  |  |  |
| --- | --- | --- |
| Pharaoh's Ant  Common Black Ant  Common Red Ant | *Monomorium Pharaonis*  *Lasius Niger*  *Myrmica Spp* | 6 Months |

**GROUP 4 - Other**

|  |  |  |
| --- | --- | --- |
| Feral Pigeon  Feral Cat  Fox | Columba Livia | } 3 Months  }  } 2 Months  } |

The Guides To Riddance Times Given Are Based On Evidence Currently Available And Apply To All Species Within A Group. Riddance Times Should Be Decided Locally After Having Taken All Relevant Factors Into Account.

**Appendix C**

**Pre-tender Report: Pest call outs 2015-16**

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